



Illuminate Paws Walk Waiver Form

IMPORTANT: The Event Waiver must be completed to participate in Paws Walk. You will be asked to sign the Event Waiver at the event. Please read this document carefully before signing. By signing the Waiver you are giving up certain legal rights, including the right to sue for negligence. If you do not understand any part of this document, please seek independent legal advice before signing.

Definitions

In this Waiver:

- "Event" means the Illuminate Paws Walk, including all associated activities, gatherings and related activities organised by Illuminate Adelaide Foundation.
- "Foundation" means Illuminate Adelaide Foundation (ABN 67 639 517 838), its officers, directors, employees, volunteers, contractors, agents and representatives.
- "I", "me", "my" and "Participant" refers to the person signing this Waiver.
- "My Dog(s)" means the dog or dogs I am registering for or bringing to the Event.
- "Third Party" means any other participant, dog owner, member of the public, spectator, or any other person or animal present at or near the Event.

Waiver, Release and Indemnity

In consideration of being permitted to participate in the Event, and to the maximum extent permitted by law, I agree as follows:

1. **WAIVER AND RELEASE:** I unconditionally and irrevocably release, discharge and hold harmless the Foundation from any and all claims, actions, demands, losses, costs, expenses, damages or liability (including legal costs on a full indemnity basis) of any kind whatsoever (Claims) that I may have now or in the future arising out of or in connection with:

My participation in the Event, including any injury, illness, death or property damage suffered by me;

Any injury, illness or death of My Dog(s) arising from or in connection with the Event;

The acts or omissions of the Foundation, its officers, employees, volunteers or agents in connection with the Event; and

Any other loss or damage arising from my participation in or attendance at the Event, whether arising from the negligence of the Foundation or otherwise.

2. **INDEMNITY:** I agree to indemnify and hold harmless the Foundation from and against any and all Claims made against the Foundation by any Third Party arising from or in connection with:

Any injury, illness, death or loss suffered by any Third Party caused or contributed to by My Dog(s) during the Event, including biting, scratching, knocking over or any other behaviour of My Dog(s);

Any injury to or death of another dog caused or contributed to by My Dog(s); and

Any loss or damage to the property of any Third Party caused or contributed to by My Dog(s).

3. ASSUMPTION OF LIABILITY:

I accept sole and full responsibility and liability for My Dog(s) and their behaviour at all times during the Event. I acknowledge that as the owner (or person in charge) of My Dog(s), I am responsible for any damage, injury or loss caused by My Dog(s) to any person or animal.

4. STATUTORY PROTECTIONS:

To the extent permitted by law, including the Australian Consumer Law and the Civil Liability Act 1936 (SA), nothing in this Waiver excludes, restricts or modifies any guarantee, condition, warranty, right or remedy that cannot lawfully be excluded. Where liability cannot be excluded, it is limited to the greatest extent permitted by law.

5. PARTICIPANT WARRANTIES: I warrant and represent that:

I am 18 years of age or over, or if under 18, my parent or legal guardian has also signed this Waiver;

I am the owner of My Dog(s) or have the authority of the owner to bring My Dog(s) to the Event and to enter into this Waiver on the owner's behalf;

My Dog(s) are up to date with all required vaccinations and are in good health;

My Dog(s) are registered in accordance with applicable local council requirements;

My Dog(s) will be kept on a lead at all times during the Event unless expressly permitted otherwise by the Foundation; and

I have read, understood and agree to comply with all Event rules, guidelines and directions issued by the Foundation or its representatives on the following link:

<https://www.illuminateadelaide.com/program/season-2026/illuminate-paws-walk/>